

Terms of Service

Our general terms and conditions of the Internet shop "THE Nutrition" which were created in accordance with the Consumer Protection Act, the Data Protection Act and the General Data Protection Directive of the EU, Regulation, together with the recommendations of the International Code for E -Business .

Via the online store "THE Nutrition"

The "THE Nutrition" website is an information system for presenting products to the user. The "THE Nutrition" website is operated by the company "NH Impact positive GmbH, Schontalstrasse 21a, 9323 Steinach, Switzerland.

An online shop is also operated within the website, where the supplier of all offered products is THE company (the dealer) registration number: 2179644000, tax number: 20302371, VAT number: SI2030237 (the company is subject to VAT). The company is registered in the court register of the District Court in Ljubljana under registration number 14377200. The company's headquarters are in Hrvaška ulica 10, 1000 Ljubljana, Slovenia, the central warehouse is located at: THE doo ., Obrtna cona Ugar 29, 1310 Ribnica . The user can contact the company by letter to the address of the company headquarters or by e-mail to the address: international@the-nutrition.com

A user is a person using this system, hence a customer in a web shop. When registering in the webshop, the visitor receives a username corresponding to his e-mail address, he determines the password himself. The username and password clearly define and link the filled-in data. After registering in the online store, the visitor becomes a user and is given the opportunity to purchase products. The general terms and conditions explain the operation of the online store, the rights of use and the business relationship between the seller and the customer.

Information

The seller undertakes to provide the customer with the following information: corporate identity, contact information, essential characteristics of the product or service, availability of the product, terms of delivery of the product or performance of the service, all prices clearly and unambiguously indicated, method of payment and shipping, Duration of the offer, cancellation period of the offer as well as the cancellation conditions and a simplified procedure in the event of a complaint, including all information on the contact person and customer service.

Order process

When the user finds the desired product and wants to buy it at the indicated price, he first selects the flavor of the product by clicking on the "drop-down menu" (if the product is available in multiple flavors), the optionally gives the desired quantity of the product (or use the default which is 1 pack of the product) and then press the "Add to Cart" button. In this way, as a user, he puts all the products in the shopping cart and presses the "Buy" button located at the top left of each page. Then the contents of the shopping cart are displayed, where the user can optionally change the desired quantities by clicking on the drop-down menu (quantity).

The price of each product and the total price of all selected products are displayed. If the user does not want to make any changes to the shopping cart, he clicks on the "Continue" button located at the bottom right. Registration as a user is required to complete the purchase. The name (which is the same as the registered email address of the user) and chosen password. If the user does not have a user account yet, he clicks on the "Click here" link, fills in the username and password fields there and logs into the shop. After logging into the store, the user changes the account and delivery information if necessary, and then clicks the "Next" button at the bottom right. On the next page, the user selects the delivery method, the payment method and enters the promotional code (if available). If the user wants to continue with the purchase, he clicks on "Continue" at the bottom right. Below is an overview of the order, together with the clearly marked price of each item and possible additional delivery and payment costs. If the user wants to mention or add something, he can write his comment in the "Comments, Wishes, Questions" field. If the user wants to confirm the order and complete the purchase, he clicks on "Finish" at the bottom right or clicks on the "Cancel" button to return to the home page. If the user then clicks on the "Complete" button, the order is placed, the contract of sale is concluded (by which the customer assumes the obligation to pay for the product), the summary of the order is also sent to the user by e-mail.

The user can correct any errors in the order at any time by clicking on the "Buy" button, whereupon the contents of the shopping cart are displayed. The user can change the product number by clicking the "Update" button or completely empty the cart by clicking the "Empty Cart" button. As described above, the user receives an overview of the order immediately before confirming the order, in which the user can easily identify possible errors and correct them using the procedure described.

The sales contract can be concluded in Slovenian, Croatian, English, German and Italian, depending on the language version of the website where the customer made the purchase.

Validity of the offer

When buying online, entering the customer's personal data is mandatory for delivery. When purchasing, the prices at the time of the order confirmation apply. All prices include Value Added Tax (VAT). If the product is not in stock, there may be a price change, which the retailer will inform the customer about. The photos are only symbolic and do not always fully reflect the real condition of the product. Customers can place an order in the online shop, correct or save their order in all steps of the order.

Duration of the promotional offer

The duration of promotions are specified in the promotional offer itself, which may differ from each other.

The right to cancel the purchase and return the goods

The consumer has the right to withdraw from the contract of sale for the purchase of the products offered on our website within 14 days without giving any reason. The notice period is 14 days from the day on which the consumer takes physical possession of the goods or a third party, other than the carrier and designated by the consumer for this purpose, accepts them in place of the consumer. In the case of perishable or quickly perishable goods, the consumer has no right of withdrawal.

use of his right of withdrawal , the consumer must inform the provider of his decision to withdraw from the contract by means of a clear statement (e.g. by letter, post, fax or e-mail to the address international@the-nutrition.com . For this purpose, the consumer can optionally use the model cancellation form, which is available at http://www.the-nutrition.com/store/odstop_od_pogodbe.pdf

In order for the cancellation period to be observed, the notification of compliance with the consumer's right of cancellation must be sent before the cancellation period for this contract has expired.

If the consumer withdraws from the contract, the provider must refund all payments received, together with the delivery costs, immediately and in any case no later than 14 days after receipt of the notice of withdrawal. This reimbursement will be made by the Provider using the same means of payment used to execute the original transaction, unless otherwise specified; under no circumstances will the consumer bear the costs of this return. The trader can withhold payment until he has received the goods back or until the customer has provided proof that he has sent the goods back. Depending on which event occurs first.

The buyer sends or delivers the goods without delay and in any case no later than 14 days from the day on which the consumer informed the provider of the withdrawal from the contract. The deadline is met if the consumer returns the goods before the 14-day period has expired. The direct costs of returning the goods are borne by the buyer. The customer is only liable for the reduced value of the goods resulting from the handling of the goods.

Goods (food supplements or food) cannot be returned if the product has already been opened by the consumer.

Guarantee and warranty against actual defects

Products in the online store are covered by warranty conditions according to Slovenian legislation, the seller is also responsible for actual defects in all products sold.

If the user considers that the product has an actual defect in accordance with the provisions of the Consumer Protection Code, he must notify us of this no later than within two months from the day the defect was discovered, and at the same time request that

(Alternative):

- We will fix the defect in the product free of charge
- refund the partially paid amount in proportion to the actual error, or
- The product is replaced with a product free of defects
- the full amount will be refunded

In order to identify the actual defect, you must present the product to us for inspection with a description of the defect.

We will inform you within eight days at the latest about the solution to your request.

Shipping time

Delivery times are given in working days - orders received by 8am are dispatched the same day, others the next day.

Delivery

The merchant must deliver the goods within the promised time frame. Delivery is carried out by the couriers of the company "GLS". If the package cannot be picked up, the courier will leave a notification with a phone number that you can call to arrange a time and place to pick up the package.

Security

The provider uses appropriate technical and organizational means to protect the transmission and storage of personal data, orders and payments.

Communication

Electronic advertising messages must be clearly and unambiguously identified as advertising messages. The sender must be clearly visible. The provider fully complies with the user's request not to receive any more advertising messages.

Disclaimer

The trader makes every effort to ensure that the data published on its website is up-to-date and correct. However, product characteristics, their availability and price can change so quickly that the provider does not correct the information on the website. In this case, the provider will inform the customer about the changes and allow him to cancel the order or replace the ordered product. The provider is not responsible for the content of product reviews written by visitors. All product photos are symbolic and do not guarantee product properties. We assume no liability for typographical errors.

THE club

The provider administers "THE Club", the loyalty club of the provider. Membership in "THE Club" is purely voluntary, membership in the club is managed by registering on the provider's website. The user can unsubscribe or join the club at any time. The trader does not need any other personal data for membership in "THE Club" than that required to fulfill his obligations.

Complaints and Disputes

The trader respects the applicable consumer protection laws. Complaints and reclamations can be sent by post to the company headquarters or by email to the address:

international@the-nutrition.com

The trader must acknowledge receipt of the complaint within five working days, informing the user of the duration of the processing and duly informing him of the progress of the procedure. The dealer will settle disputes amicably to the best of his knowledge and belief.

If no agreement is reached, the dispute between the consumer and the company will be settled before the competent court at the consumer's place of residence.

Security of personal data and right to privacy

The operator of the online shop and the bidder undertake that all personal data received via the same online shop will be processed in accordance with the Data Protection Act (ZVOP-1) and in particular the EU General Data Protection Regulation (GDPR). The Website Administrator and the Provider (hereinafter the Personal Data Administrator) process personal data in a legal and transparent manner. The Controller collects Personal Data for

specific legitimate purposes and does not collect or process Personal Data in a way that is incompatible with those purposes. Personal data must be accurate, relevant and limited to what is necessary for the processing. The Personal Data Controller also strives to ensure that Personal Data is accurate and regularly updated. The Personal Data Manager does not store more data than is necessary for data processing. We do not transmit any personal data outside of the European Union (hereinafter: EU) or the European Economic Area (hereinafter: EEA).

The website administrator only collects personal data that the user submits during registration and with which the user expressly agrees. For a successful registration on the website, the user must enter his e-mail address and choose a password; No further information is required for a successful registration. At the same time, the website administrator and Internet domain owner manages personal data that the user voluntarily publishes publicly on the forum operated within the framework of the website. The website manager does not process this personal data.

The provider only processes the personal data that the user leaves behind when registering and the processing of which the user expressly authorizes. The processing of this personal data is based on the legitimate interest of the bidder in the fulfillment of the purchase contract (order), as the bidder cannot deliver the order or the purchase contract concluded with the order without processing this data. To those users who allow it, the provider will only send commercial messages about the products it offers. The provider does not send commercial messages about other goods or services.

In no case does the personal data manager process sensitive personal data where, for example, personal data reveal racial or ethnic origin or sexual orientation, trade union membership or information about the state of health, criminal offenses and criminal convictions.

The personal data administrator has also taken appropriate organizational, administrative, technical and physical measures to protect and secure personal data, in particular against accidental or unlawful destruction, loss, alteration, disclosure or access to personal data, appropriate to the nature of the personal data are, personal data processed and detected threats or risks.

The administrator of personal data does not mediate with anyone except the person to whom the data relates and only at their request and with the supervisory authority in the event of a request. The administrator of personal data will not transfer them to a third country.

User requests to which personal data relates (e.g. requests for access to personal data, request for correction of personal data, request for restriction of processing, request for erasure of personal data, request for portability, exercise of the right to object to the processing of personal data), the personal data administrator receives through all communication channels, but we suggest that the request is sent by email (office@the-nutrition.at).

All requests will be reviewed in accordance with applicable law. The User will receive a response to the request within one month after the Personal Data Administrator has received sufficient information about the request and verified the identity of the sender of the request, except in exceptional cases when this period can be extended by another two months. In possible exceptional cases we will inform you within one month about possible delays and their reasons.

Personal Data Manager does not automatically process personal data and does not perform profiling based on personal data.

More detailed information on the rights of the data subjects and the protection of personal data in general is available in a separate document: THE Regulation on Privacy and Protection of Personal Data.

Cookies

To ensure a better and more personalized experience on the website, we use cookie technology. A cookie is a small text file that your Internet browser reads or saves on your device's hard drive. Cookies enable a safer and faster use of the website because they save certain user settings. Data stored in cookies used on the website does not contain any personal data from which conclusions can be drawn about the identity of a specific person. The processing of cookies, the data contained in cookies, is based on the user's consent, expressed through the website or through the settings in the Internet browser.

The user can block or remove cookies through the web browser or using special software, but in this case it is possible that the user will have difficulties using certain parts (functions) of the website.

The website uses the following types of cookies:

- Necessary cookies enable you to navigate the website and use basic functions. These cookies are necessary for the use of websites.
- Cookies with a special function are used to identify the user who returns to the website and offer an improved and more customizable user experience in relation to the user's wishes and preferences. These cookies collect anonymous data and do not record activity on other websites. These cookies are valid for a maximum of 2 years.
- Cookies for analytics and better work allow recognizing and counting the number of users and collecting data on how the website is used. These cookies are valid for a maximum of 2 years.

The customer can show permission for cookies at any time.

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